

## INTERGOVERNMENTAL AGREEMENT

BETWEEN  
THE STATE OF ARIZONA  
AND  
THE TOWN OF SAHUARITA

THIS AGREEMENT is entered into 19th February 2003, pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the TOWN OF SAHUARITA, acting by and through its MAYOR and TOWN COUNCIL (the "Town").

### I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-401(B) to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. The Town is empowered by Arizona Revised Statutes Section 48-572 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the Town.

3. Under agreement JPA 97-182, AG Contract No. KR97 2443TRN, filed with the Secretary of State No. 23570, dated 22 September 1999, a copy of which is attached hereto and made a part hereof as Exhibit A, the State and the County agreed to fund and construct improvements to the B-19 roadway through the Town from the North Town limits to the South Town limits, wherein, upon completion, the State would abandon ownership jurisdiction and maintenance responsibilities, to the County. The Town has since annexed land in this area and desires improvements to Sahuarita Road at locations to be determined to be appropriate by the Town on B-19 and in accordance with state statutes governing the use of Highway User Revenue Funds. The State agrees, due to the timing of the above referenced improvement project with the County, to participate in cost for the Town to make its improvements, in an amount not to exceed \$350,000.00, herein referred to as the "Project". Town agrees to the accept ownership jurisdiction and maintenance responsibility of B-19 from the North Town limits to the South Town limits.

The purpose of this agreement is to outline the State and the Town's responsibilities and to properly identify and document the property to be abandoned to the Town and the County (under referenced agreement JPA 97-182).

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

NO. 25822  
Filed with the Secretary of State  
Date Filed: 02/19/2003

[Signature]  
Secretary of State

By: Dicky D. Hoenebold

**II. SCOPE OF WORK**

## 1. The State will:

a. Provide the sum of \$350,000.00 for use by the Town to make improvements on B-19 as deemed appropriate by the Town. The Town will use the \$350,000 in accordance with the state statutes governing the use of Highway User Revenue funds.

b. Upon completion of the project improvements to B-19 by the State and the County, and upon approval of and by resolution of the Transportation Board, abandon ownership jurisdiction and maintenance responsibility to the Town, for B-19 from the North Town limits to the South Town limits.

## 2. The Town will:

a. Waive the requirements of Arizona Revised Statute 28-7209.

b. Upon completion of the project improvements to B-19 by the State and the County, and upon approval of and by Resolution of the Town Council, accept ownership jurisdiction and maintenance responsibility for B-19 from the North Town limits to the South Town limits.

**III. MISCELLANEOUS PROVISIONS**

1. This agreement shall remain in force and effect until completion of said Project and transfer of jurisdiction; provided, however, that this agreement, except any provisions herein for maintenance, which shall be perpetual, may be cancelled at any time prior to the award of a County project construction contract, upon thirty (30) days written notice to the other party.

2. This agreement shall become effective upon filing with the Secretary of State.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Department of Transportation  
Joint Project Administration  
205 South 17 Avenue, Mail Drop 616E  
Phoenix, AZ 85007

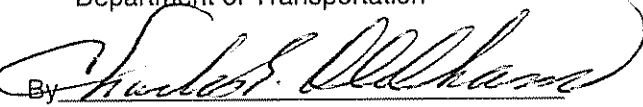
Town of Sahuarita  
Town Manager  
Box 879  
Sahuarita, AZ 85629

7. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

**TOWN OF SAHUARITA**


Department of Transportation

By   
ZACHERY FREELAND  
Mayor

**STATE OF ARIZONA**

By   
WILLIAM J. HIGGINS, P.E.  
Deputy State Engineer

ATTEST

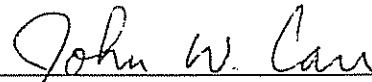
By   
SANDRA OLIVAS  
Town Clerk

G:00-16-DIST T- Sahuarita  
16Dec2002

RESOLUTION

BE IT RESOLVED on this 28th day of August, 2002, that I, the undersigned VICTOR M. MENDEZ, as Director of the ARIZONA DEPARTMENT OF TRANSPORTATION, have determined that it is in the best interests of the STATE OF ARIZONA that the DEPARTMENT OF TRANSPORTATION, acting by and through the INTERMODAL TRANSPORTATION DIVISION, to enter into an agreement with the CITY OF SAHUARITA for the purpose of defining responsibilities for roadway improvement the B-19 roadway through the Town from the North Town limits to the South Town limits, incident to a B-19 roadway improvement project by the State and Pima County, which will include the B-19 roadway through the Town from the North Town limits to the South Town limits, the State has agreed to fund the improvements and the Town has agreed that upon completion of the improvement project to accept of ownership jurisdiction and maintenance responsibility from the State to the Town, of B-19 from the North Town limits to the South Town limits.

Therefore, authorization is hereby granted to draft said agreement, which, upon completion, shall be submitted to the Deputy State Engineer for approval and execution.



---

JOHN W. CARR, P.E., Staff Engineer  
Development / Intermodal Transportation Division  
for VICTOR M. MENDEZ, Director

## SAHUARITA RESOLUTION NO. 2003-10

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE TOWN OF SAHUARITA, ARIZONA, AUTHORIZING THE TOWN TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE STATE OF ARIZONA TO ACCEPT JURISDICTION FOR THE B-19 ROADWAY, INCLUDING THE OWNERSHIP AND MAINTENANCE.

WHEREAS, A.R.S. §48-572(A) authorizes the Town of Sahuarita to improve streets within its municipal boundaries; and

WHEREAS, the State of Arizona and Pima County have agreed to fund and construct improvements to the B-19 roadway, a portion of which passes through the Town's municipal limits; and

WHEREAS, the Town desires to improve areas of B-19 at specific locations; and

WHEREAS, the State is willing to participate in the cost of the Town's improvements to B-19, in an amount not to exceed \$350,000.00; and

WHEREAS, the Town is willing to accept ownership jurisdiction, including ownership and maintenance responsibility for the portion of B-19 that passes through its municipal boundaries; and

WHEREAS, the staffs of the Town and the State have developed an Intergovernmental Agreement for the construction of improvements to B-19 and to those areas specified by the Town, which is attached hereto as Exhibit "A" and incorporated herein by this reference; and

WHEREAS, A.R.S. §11-952 grants the Town the authority to enter into intergovernmental agreements; and

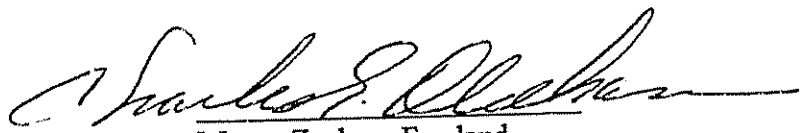
WHEREAS, the Mayor and Council have determined that approval of the Intergovernmental Agreement is in the best interest of the Town and its residents.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Town of Sahuarita, Arizona, as follows:


Section 1. The Town is hereby authorized to enter into the Intergovernmental Agreement between the Town of Sahuarita and the State of Arizona to accept jurisdiction for the B-19 roadway, including the ownership and maintenance.

- Section 2. The Mayor of the Town of Sahuarita is hereby authorized to execute said Intergovernmental Agreement.
- Section 3. The Town staff is hereby authorized to take all steps necessary to implement said Intergovernmental Agreement and give it effect.
- Section 4. All orders and resolutions in conflict herewith are, to the extent of such conflict, hereby repealed, and this resolution shall be in full force and effect immediately upon its adoption.


PASSED AND ADOPTED by the Mayor and Council of the Town of Sahuarita, Arizona, this 27<sup>th</sup> day of January 2003.

  
Mayor Zachery Freeland

ATTEST:

  
Sandra R. Olivas  
Town Clerk

APPROVED AS TO FORM:

  
Daniel J. Hochuli  
As Town Attorney  
and not personally

**EXHIBIT A**

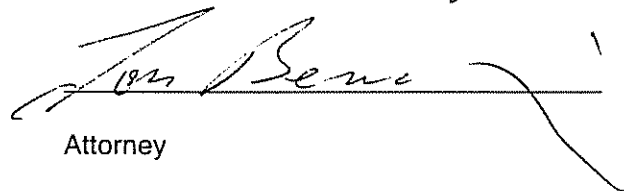
**Intergovernmental Agreement Between  
the Town of Sahuarita and the State of Arizona  
for Construction of Improvements to B-19**

JPA 00-16

APPROVAL OF THE TOWN OF SAHUARITA ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, INTERMODAL TRANSPORTATION DIVISION, and the TOWN OF SAHUARITA and declare this agreement to be in proper form and within the powers and authority granted to the Town under the laws of the State of Arizona. No opinion is expressed as to the authority of the State to enter into this agreement.

DATED this 7<sup>th</sup> day of January, 2002.

  
\_\_\_\_\_  
Attorney





OFFICE OF THE ATTORNEY GENERAL  
STATE OF ARIZONA

TERRY GODDARD  
ATTORNEY GENERAL

CIVIL DIVISION  
TRANSPORTATION SECTION  
WRITER'S DIRECT LINE: 602.542.8855

INTERGOVERNMENTAL AGREEMENT  
DETERMINATION

A.G. Contract No. KR02-1577TRN (JPA 00-16), an Agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the Undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining Parties, other than the State or its agencies, to enter into said Agreement.

DATED February 11, 2003.

TERRY GODDARD  
Attorney General

A handwritten signature in cursive script, reading "Susan E. Davis", written over a horizontal line.

SUSAN E. DAVIS  
Assistant Attorney General  
Transportation Section

EXHIBIT A

CONTRACT
NO. 01-04-A-126224-0799
INCIDENT NO.
This number must appear on all
documents of a similar nature.
to this

AG Contract No. KR97 2443TRN  
ADOT ECS File No. JPA 97-182  
Project:  
Section: I-19B, Los Reales - I-19

INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
THE STATE OF ARIZONA  
AND  
PIMA COUNTY, ARIZONA

THIS AGREEMENT is entered into 22 SEPTEMBER, 1999,  
pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954,  
as amended, between the STATE OF ARIZONA, acting by and through its  
DEPARTMENT OF TRANSPORTATION (the "State") and PIMA COUNTY, ARIZONA,  
acting by and through its BOARD OF SUPERVISORS (the "County").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-401 (B) enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. The County is empowered by Arizona Revised Statutes Section 11-251 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement on behalf of the County.

3. Incident to a highway improvement project on I-19B from Los Reales Road to I-19 contemplated by the State, at an estimated cost of \$3,315,650.00, all at State expense, the State and the County have agreed that the County can more efficiently accomplish the work, and that upon completion of the project the State will abandon ownership jurisdiction and maintenance responsibility and transfer to the County I-19B within the County limits from Los Reales Road (MP 43.9) to I-19 (MP 59.4) to the South, to the County.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

NO. 23570  
Filed with the Secretary of State

Date Filed: 09/22/99

Debra Bayless  
Secretary of State

B. Vicky D. Greenwood

II. SCOPE

1. The County will:

a. Provide design plans, specifications and such other documents and services required for the I-19B improvement project suitable for construction bidding and construction. Incorporate or resolve State review comments.

b. Call for bids and award one or more construction contracts for the project. Administer same and make all payments to the contractor. Be responsible for any contractor claims for extra compensation.

c. No more often than monthly, invoice the State for the reasonable direct actual cost of the Project, in an amount currently estimated at \$3,315,650.00.

d. Upon completion, approve and accept the Project improvements on behalf of the parties hereto as complete.

e. Waive the requirements of Arizona Revised Statutes Section 28-7209 (formerly ARS 28-106).

f. Upon approval of and by Resolution of the Board of Supervisors, accept ownership jurisdiction and maintenance responsibility for I-19B within the County limits from Los Reales Road to I-19 to the South.

2. The State will:

a. Review the design documents and provide comments.

b. Reimburse the County for the reasonable direct actual cost of the Project improvements, in an amount currently estimated at \$3,315,650.00, within 30 days after receipt and approval of an invoice.

c. Upon completion of the project improvements, and upon approval of and via Resolution of the State Transportation Board, abandon ownership jurisdiction and maintenance responsibility for I-19 (MP 59.4) to the County.

III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until completion of said improvements and abandonment; provided, however, that this agreement, except any provisions herein for maintenance, which shall be perpetual, may be canceled at any time prior to the award of a construction contract, upon thirty (30) days written notice to the other party.

2. This agreement shall become effective upon filing with the Secretary of State.

3. This agreement may be canceled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

6. All notices or demands upon any part to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation  
Joint Project Administrator  
205 South 17 Avenue, Mail Drop 616E  
Phoenix, AZ 85007

Pima County  
Transportation Director  
201 North Stone - 3rd Floor  
Tucson, AZ 85701

7. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

PIMA COUNTY

STATE OF ARIZONA

Department of Transportation

By Sharon Bronson

SHARON BRONSON, Chair —  
Board of Supervisors JUL 13 1999

By William D. Wright

EDWARD D. WRIGHT  
Deputy State Engineer

ATTEST

By Lori Godoshian

LORI GODOSHIAN  
Clerk of the Board

RESOLUTION

BE IT RESOLVED on this 9th day of October 1997, that I, the undersigned LARRY S. BONINE, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Intermodal Transportation Division, to enter into an agreement with Pima County for the purpose of defining responsibilities for designing and constructing improvements to I-198 from Los Reales Road to I-19 and the subsequent turnback of the roadway to the County

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Deputy State Engineer for approval and execution.

A handwritten signature in dark ink, appearing to read 'D. Allocco', is written over a horizontal line.

DAVID ALLOCCO, Manager  
Engineering Technical Group  
for Larry S. Bonine, Director

RESOLUTION NO. 1999 - 139

RESOLUTION OF PIMA COUNTY BOARD OF SUPERVISORS APPROVING AND AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN PIMA COUNTY AND THE STATE OF ARIZONA, DEPARTMENT OF TRANSPORTATION (ADOT), WHICH AGREEMENT PROVIDES FOR ACTIVITIES PERFORMED RELATING TO A HIGHWAY IMPROVEMENT PROJECT AND TRANSFER TO THE COUNTY OF I-19B WITHIN THE COUNTY LIMITS FROM LOS REALES ROAD (MP 43.9) TO I-19 TO THE SOUTH (MP 59.4), TO THE COUNTY (ADOT JPA 97-182).  
( DISTRICTS 2 & 3 )

WHEREAS, Pima County has determined it to be in the best interest of the public to enter into an Intergovernmental Agreement with ADOT for the purpose of an improvement project on I-19B from Los Reales Road (MP 43.9) south to I-19 (MP 59.4) contemplated by the State, at an estimated cost of \$3,315,650.00, and

WHEREAS, ADOT agrees to provide all funding, for the construction of roadway improvements on I-19B within the County limits from Los Reales Road (MP 43.9) south to I-19 (MP 59.4), and ADOT agrees that upon completion of the project the State will abandon ownership jurisdiction and maintenance responsibility and transfer to the County I-19B within the County limits from Los Reales Road (MP 43.9) south to I-19 (MP 59.4), to the County, and

WHEREAS, Pima County agrees to administer the design and construction of the roadway improvements at I-19B within the County limits from Los Reales Road (MP 43.9) south to I-19 (MP 59.4), and

WHEREAS, Pima County agrees to accept jurisdiction and proposed maintenance responsibilities upon satisfactory completion of the improvements and abandonment to Pima County by the State of Arizona.

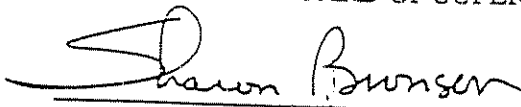
NOW, THEREFORE, UPON MOTION DULY MADE, SECONDED AND CARRIED, BE IT RESOLVED:

THAT, Pima County enter into the Intergovernmental Agreement (JPA 97-182) with ADOT for the purpose of an improvement project and agree to accept ownership, jurisdiction and future maintenance responsibilities of the roadway segment on I-19B from Los Reales, Road (MP 43.9) south to (MP 59.4), and

THAT, the Chair of this Board is hereby authorized and directed to sign the Intergovernmental Agreement (JPA 97-182) with the Arizona Department of Transportation.

PASSED, ADOPTED AND APPROVED this 13th day of July 1999.

PIMA COUNTY BOARD OF SUPERVISORS

  
CHAIR

ATTEST:

  
CLERK OF THE BOARD

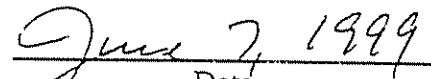
APPROVED AS TO FORM:

  
DEPUTY COUNTY ATTORNEY

### ATTORNEY CERTIFICATION

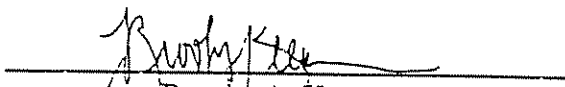
The foregoing Intergovernmental Agreement Number (JPA 97-182) by and between the Arizona Department of Transportation and Pima County Transportation and Flood Control District has been reviewed pursuant to A.R.S. § 11-952 by the undersigned Deputy Pima County Attorney who has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona to those parties to the agreement represented by the Pima County Attorney.

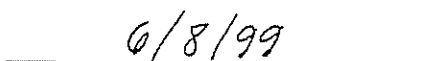
  
Deputy Pima County Attorney

  
Date

### DEPARTMENT APPROVAL

The foregoing Intergovernmental Agreement Number (JPA 97-182) by and between the Arizona Department of Transportation and Pima County Transportation and Flood Control District has been reviewed and is hereby approved as to content.

  
Brooks A. Keenan  
Director & Chief Engineer  
Pima County Transportation and Flood Control District

  
Date



JANET NAPOLITANO  
ATTORNEY GENERAL

STATE OF ARIZONA  
OFFICE OF THE ATTORNEY GENERAL  
1275 WEST WASHINGTON, PHOENIX, AZ 85007-2925

TRN Main: (602) 542-1630  
Direct: (602) 542-8837  
Fax: (602) 542-3646  
MAIN PHONE: (602) 542-5025  
FACSIMILE: (602) 542-4085

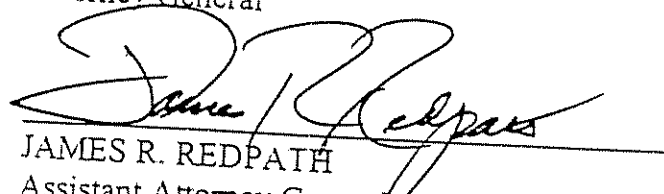
INTERGOVERNMENTAL AGREEMENT  
DETERMINATION

A.G. Contract No. KR97-2443TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED September 15, 1999.

JANET NAPOLITANO  
Attorney General

  
JAMES R. REDPATH  
Assistant Attorney General  
Transportation Section

JRR:et/88182

Enc.